

# TOWN OF ATHOL



## REQUEST FOR PROPOSALS

Lease of Property for Recreation Purposes:

### **Athol Equestrian Park, Athol, Massachusetts**

802 New Sherborn Road and off Doe Valley Road



Issue Date

March 16, 2021

Due Date

April 26, 2021 at 2:00 p.m.

Submit To

Shaun A. Suhoski, Town Manager/CPO  
Town Hall, Room 17  
584 Main Street  
Athol, MA 01331

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ATTACHMENTS AND SAMPLE LEASE (EXHIBIT "A") INCORPORATED BY REFERENCE.

## I. OVERVIEW

### General Description

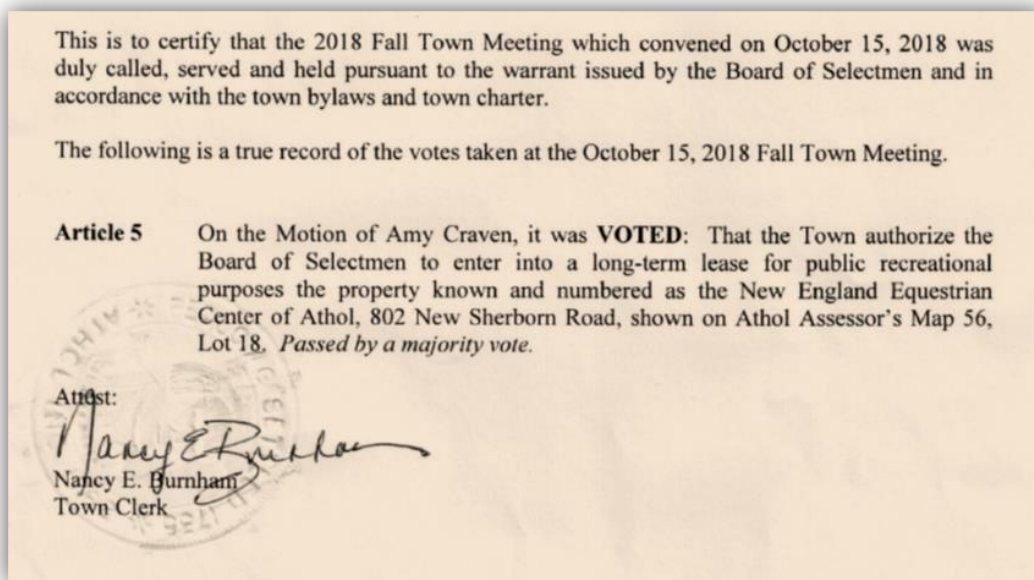
The Town of Athol, acting by and through its Town Manager, seeks proposals for the long-term lease of the so-called Athol Equestrian Park ("AEP") located at 802 New Sherborn Road and property off Doe Valley Road, Athol, Massachusetts as further described in this Request for Proposals ("RFP"). The complete RFP may be obtained at the office of the Town Manager, Town Hall, 584 Main Street, Athol, MA 01331 by emailing [selectmen@townofathol.org](mailto:selectmen@townofathol.org).

The successful proposal will be one that, as a minimum requirement, documents the financial and administrative capacity of the submitting applicant to provide stewardship, management and maintenance of the property for recreational purposes to specifically include equestrian activities. The selected proponent will clearly demonstrate successful prior experience with projects similar to that proposed.

The Town of Athol seeks proposals that meet the highly preferred criteria, which include sufficient administrative and operational capacity to maintain and manage the real property, events that may be scheduled thereon, together with a long-term development and use vision that fosters equestrian uses together with community recreational uses and events. Any use and development plan must comply with the provisions of the Urban Self-Help Program Project Agreement dated December 1, 2000 (**Attachment 1**).

### Summary of Intent

The Town is issuing this RFP further to the authorization provided by voters by Article 5 of the October 15, 2018 Fall Town Meeting. More specifically the Town is soliciting proposals from qualified entities interested in entering a long-term lease to maintain, manage and improve the AEP property for public recreational purposes with an emphasis on equestrian uses.



Therefore any lease agreement resulting from this RFP shall include rights of public access subject to reasonable restriction. The preferred selection criteria include:

- Development of facilities suitable for public gatherings and events
- Reservation of black-out dates for community or civic use
- Demonstrated ability and experience managing equestrian uses and co-use trails
- Non-profit status with a mission compatible with park and equestrian use and including demonstrated successful management of similar programs
- Minimum lease term of 25 years

The Town directs respondents to the required submittal elements on page 8 and the comparative rating criteria on pages 16-17 for further detail.

Note that the successful respondent shall enter into a lease in a form similar to the example shown beginning on page 10 at the end of this RFP as **Exhibit "A"**.

## II. SITE INFORMATION

The AEP is comprised of two parcels of land totaling approximately 222 acres as follows:

- **Parcel A:** known and numbered as 802 New Sherborn Road, totaling approximately 150.37 acres as shown on Assessors Map 56, Lot 18, and
- **Parcel B:** located off Doe Valley Road, totaling approximately 71.62 acres as shown on Assessors Map 56, Lot 46.



The property remains subject to the use restrictions contained within the Urban Self-Help Agreement shown in Attachment 1 including the provisions of Article 97 of the Massachusetts Constitution.

Presently the property is managed by the New England Equestrian Land Management Conservation Corporation, a non-profit entity that has developed the property for equestrian and co-uses as the New England Equestrian Center of Athol under an assent signed by the Athol Board of Selectmen on May 3, 2005.

Please see the illustrative site plan together with the property record cards for the above parcels which are incorporated herein as **Attachments 2, 3 and 4**, respectively.

### **Environmental Conditions / No Warranty**

The property is being leased in an “as is” condition. The Town makes no representations or warranty as to the environmental conditions, including, but not limited to, any hazardous materials, the condition of the property or its general environs.

The successful respondent shall acknowledge that no such representation or warranty has been made, and the property will be leased in an “as is” condition without recourse to, or remedy from, the Town for any condition, liability or event connected to the property.

The Town hereby gives notice that it will not be bound by any statement, representation, or information pertaining to the property or its condition by any employee, agent, elected or appointed official, or any other person or persons acting, or purporting to act, under color of authority of the Town of Athol.

### **Zoning and Use Considerations**

The property is zoned Rural Residential (RC) under the Town of Athol's Zoning Bylaw (available at [www.athol-ma.gov](http://www.athol-ma.gov)). Any use inconsistent with the Zoning Bylaw will require a variance from the Zoning Board of Appeals, or a zone change approved by Town Meeting. Specific uses may require special permits, site plan approval, or other approvals from the Planning Board, Board of Health or other Town agencies.

The Town makes no representations or guaranties regarding the applicant's success in obtaining such approvals, variances, or permits. Uses inconsistent with zoning will be prohibited within the lease agreement with the Town.

## **III. PROPOSAL AND SELECTION PROCESS**

### **General Conditions**

The Town of Athol, in its sole and absolute discretion, with or without cause, and without liability to the Town or any agent of the Town, reserves the right to:

- Accept or reject any or all proposals, either in whole or part, waive any portion or requirement of this RFP, cancel this RFP at any time, and/or take any action the Town, in its sole discretion, believes to be in its best interest. The Town shall take action upon the RFP within sixty (60) days after the opening of proposals.
- Retain all proposals as official documents as the sole property of the Town of Athol, and to use them in whatever manner it deems appropriate.
- Allow or refuse any request by any proposer to correct errors or omissions in any proposal after the deadline for submission.
- Investigate the financial capability, integrity, experience and quality of performance of any proposer including major stockholders or principals.
- Request an oral presentation from any proposer.
- Request any additional information from any proposer.
- Pre-award negotiations may be conducted with the selected proposer.
- The selected developer shall be required to comply with all applicable federal, state and local laws in the performance of the services.
- The selected proposer shall provide a certificate of insurance evidencing a minimum of \$1,000,000 in professional liability insurance, and naming the Town of Athol as an additional insured.
- The selection of the successful proposal shall be made without regard to race, color, sex, age, religion, political affiliation and/or national origin. EOE/AA.

### **Required forms:**

- Disclosure of Beneficial Interests; Tax Certification; Non-collusion

- Bid form (price proposal) which offer proposed lease payment amount (submit separately per instructions)

Note: Forms are contained within **Attachment 5** hereto.

### **Expenses**

All proposers responding to this RFP do so at their sole expense and risk. The Town of Athol assumes no financial or other obligation to proposers that respond to this RFP or to their agents.

### **Non-confidentiality**

All proposals shall become public records, and will be subject to disclosure under the Massachusetts Public Records Law.

### **Selection Process**

A review committee will be appointed by the Chief Procurement Officer to review and rank complete proposals. This committee may be composed of elected or appointed public officials. The Committee may, in its sole and absolute discretion, reject any and all, or parts of any and all proposals; may re-advertise this RFP; may postpone or cancel at any time this RFP process; may change, or re-schedule the timetable of events. The Committee reserves the right to waive any minor informalities pertaining to any proposals received.

The determination of the criteria and process whereby proposals are evaluated and the decision whether or not to issue an award shall in the sole and absolute discretion of the Town of Athol.

The Town has endeavored to provide accurate information in this RFP; however, it is the responsibility of the proposer to examine the property and to investigate to their satisfaction questions or any other matter relating to the property. Reasonable access will be provided to all proposers to investigate the property.

### **Selection Criteria**

Proposals will be evaluated and ranked according to the following criteria with added weight for highly preferred outcomes outlined herein:

- Qualifications and demonstrated experience of the respondent
- Feasibility of the financial, programmatic and property development and management plan
- Development plan of facilities suitable for public gatherings and events (eg. public access subject to reasonable restriction, reservation of dates for community or civic use, complementary uses)
- Non-profit status with a mission compatible with park and equestrian use and including demonstrated successful management of similar programs
- Potential financial benefits for the Town.
- Potential non-financial benefits for the Town.

**Submission of complete proposals must be received no later than 2:00 p.m. on Monday, April 26, 2021 as follows:**

Town of Athol  
Attn: Shaun A. Suhoski, CPO  
584 Main Street, Room 17  
Athol, MA 01331

#### **Pre-submittal questions**

All questions must be received in writing via email to [ssuhoski@townofathol.org](mailto:ssuhoski@townofathol.org) no later than April 8, 2021. The entity submitting the question bears all risk and responsibility to ensure that the question is actually received by the deadline. Copies of all questions, along with written answers will be provided to all entities that have requested a copy of the RFP no later than April 15, 2021.

#### **IV. SCHEDULE**

The anticipated schedule, subject to change at the discretion of the Town, is as follows:

March 16, 2021	RFP published on Town of Athol Web site ( <a href="http://www.athol-ma.gov">www.athol-ma.gov</a> )
March 16	RFP available by request to: <a href="mailto:ssuhoski@townofathol.org">ssuhoski@townofathol.org</a>
March 24	RFP advertised in <i>Central Register</i> and local newspaper
April 8	Deadline for questions
April 15	Deadline for returning answers
April 26	Proposals due no later than 2:00 p.m.
April 27 – May 11	Review, selection and recommendation by Committee
May 18	Estimated presentment of proposal to Board of Selectmen
May – June, 2021	Selection finalized; lease executed.

#### **V. RFP SUBMITTAL REQUIREMENTS**

The submission package must be submitted as follows:

Proposers are required to submit one (1) original and six (6) copies of a “Non-price Project Proposal” and one (1) original sealed “Price Proposal” using the form provided with this document. **An electronic copy of the proposal shall be submitted in .pdf on a USB flash drive or other approved format.**

#### **FORM OF SUBMITTAL**

Cover letter with narrative that summarizes the nature of the proposer’s business and its long-term management and build-out plan for the property. The submittal must include the following information and may include conceptual future plans for the site:

##### **PROPOSER INFORMATION**

- Legal name and principal office address
- Telephone number, facsimile number and email address
- Name of agent who is authorized to contractually bind the Proposer; and
- Name, address and telephone number of principal contact person if different than the authorized agent
- Summary of the proposer’s mission and experience relating to the project

## FINANCIAL POSITION OF THE PROPOSER

Provide a written and signed statement from the Proposer's principals providing the Town with authorization to verify financial and other qualifications of the Proposer.

## CONCEPTUAL DEVELOPMENT PLAN AND SCHEDULE

The submittal should include a narrative description of short- mid- and long-term goals and visions for the property. Identify a schedule with estimated milestones. Include a summary of expected costs and source of funds. Include relevant successful experience with prior related projects and financing.

## MANAGEMENT PLAN

The submittal should describe the methods and personnel that will provide stewardship of the land and implement the programming.

## VI. REVIEW COMMITTEE CRITERIA

All complete and responsive proposals that are received will be evaluated by the evaluation committee. The evaluation will be timely, based on the information submitted in response to Section V as well as any related information that the Town may discover in analyzing or verifying information submitted in the proposal; or in any subsequent submissions. The following ratings will be used to measure the relative merits of proposals against each of the criteria listed below:

**Highly Advantageous (5 points)** – The proposal excels on the specific criterion.

**Advantageous (3 points)** – The proposal fully meets the evaluation standard of the specific criterion.

**Not Advantageous (1 point)** – The proposal does not fully meet the evaluation standard of the specific criterion.

**Non Responsive (0 points)** – The proposal fails to meet the criterion.

### Criterion #1: Program and Design

**Highly Advantageous (HA)** – The proposal enhances the surrounding community by providing an overall stewardship plan that ensures public access, envisions development of facilities suitable for public gatherings and events, provides assurance of a minimum of twelve (12) “black-out” dates per year for community or civic use and contemplates programs that are compatible with the neighborhood. Proposals that create economic benefit while ensuring maintenance of the land for the duration of the lease are deemed highly advantageous.

**Advantageous (A)** – The proposal is consistent with the existing use of the site and residential character of the surrounding neighborhood. The plan offers limited public access (eg. less than twelve (12) dedicated dates per year). Proposals that ensure maintenance of the land for the duration of the lease are deemed advantageous.

**Not Advantageous (NA)** – The proposal is inconsistent with the Town and/or neighborhood uses or zoning and fail to provide the required public recreational benefit.

**Non Responsive (NR)** – The proposal fails to meet the criterion.

## **Criterion #2: Developer Capability**

Highly Advantageous (HA) – The proposer has successful experience maintaining, financing, developing and operating projects of comparable type, size, scale, and complexity on time and within budget forecast.

Advantageous (A) – The proposer has successful experience in similar development projects but representative projects are not of comparable use (eg. equestrian, public recreation).

Not Advantageous (NA) – The proposer has not demonstrated successful experience on projects of this magnitude and/or complexity.

Non Responsive (NR) – The proposal fails to meet the criterion.

## **Criterion #3: Implementation Plan / Timeline**

Highly Advantageous (HA) – The work plan is detailed and reasonable. The development timeframe maximizes public benefit and productive use. The impact of the project on traffic, transportation and surrounding land uses is minimized.

Advantageous (A) – The work plan needs further detail but appears reasonable given the proposed project. The development time frame is realistic but lengthy or dependent upon many variables. The impacts of the project as proposed will receive additional mitigation and/or land use or other regulatory concession.

Non-Advantageous (NA) – The work plan lacks sufficient detail or fails to address desired public benefits. The timeframe is unrealistic. The project impacts are not mitigated.

Non Responsive (NR) – The proposal fails to meet the criterion.

## **VII. RULE FOR AWARD**

The most advantageous proposal from a responsive and responsible proposer, taking into consideration all evaluation criteria set forth in the solicitation, will be selected.

The Town may accept or reject any or all proposals, either in whole or part, waive any portion or requirement of this RFP, cancel this RFP at any time, and/or take any action the Town, in its sole discretion, believes to be in its best interest.

EXHIBIT "A"

**SAMPLE LEASE**  
**ATHOL EQUESTRIAN PARK, ATHOL, MA**

*By and between*  
THE TOWN OF ATHOL  
*And*

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*Whereas*, the Town of Athol, acting through its Board of Selectmen, a municipal corporation with an address of 584 Main Street, Athol, MA 01331, desires to lease the Town's property at 802 New Sherborn Road and off Doe Valley Road, Athol, MA; and

*Whereas*, \_\_\_\_\_, a Massachusetts non-profit corporation organized under Chapter 180 of the General Laws of Massachusetts, with an address of \_\_\_\_\_, desires to lease the property at 802 New Sherborn Road and Doe Valley Road, Athol, MA; and

*Whereas*, both Lessor and Lessee desire to protect and enhance the natural resources and of the use of the property as an equestrian park, for the general benefit of the public.

*Whereas*, both Lessor and Lessee wish to continue collaboration between government, non-profit agencies, and private organizations to meet the above goal through educational programs, community recreational uses and events; and other outreach and enhancement activities throughout the community; and

*Whereas*, both Lessor and Lessee wish to utilize their resources to maintain an equestrian park at the site.

*Now, therefore*, the parties agree as follows:

1. **PARTIES.** The Town of Athol, acting through its Board of Selectmen (hereinafter the "Lessor"), a municipal corporation with an address of 584 Main Street, Athol, MA 01331, does hereby lease to:  
  
\_\_\_\_\_, (hereinafter the "Lessee"), a Massachusetts non-profit corporation recognized under Section 501(c)(3) of the Internal Revenue Code, with an address of \_\_\_\_\_, Athol, MA 01331, and Lessee hereby leases the premises at 802 New Sherborn Road and off Doe Valley Road, Athol, MA.
2. **PREMISES.** The real estate (including any buildings thereon) located at 802 New Sherborn Road and Doe Valley Road, Athol, MA.
3. **DEFINITIONS.** The terms "property" and "lot" shall be defined to include all aspects of the premises.
4. **TERM.** The term of the lease shall be for \_\_\_\_ ( ) years, commencing \_\_\_\_\_ and terminating \_\_\_\_\_. There will be two (2) options to renew this lease for an additional \_\_\_\_ ( ) years each. The Town shall not sell the property during the duration of this lease agreement.
5. **RENT.** Rent shall be \$\_\_\_\_\_ per annum with annual payments due on or before \_\_\_\_\_ of each year. In addition to the annual rent hereunder, the Lessee shall make or pay for all routine non-structural maintenance expenses associated with any buildings, including but not limited to heat, electricity, snow

clearing, insurance as required below, rubbish removal, janitorial services, landscaping and lawn care, water and sewer fees and security expenses for the life of the lease.

6. **CAPITAL IMPROVEMENTS.** The Parties acknowledge that during the Lease term, various maintenance and repairs and other capital improvements may become necessary and are desirable. While neither Party hereunder is obliged to make or contribute to same, the parties expect to cooperate with each other's efforts to find funding and make such improvements as their circumstances allow.
7. **NOTICES.** Any notice from the Lessor to the Lessee relating to the leased premises or the occupancy thereof shall be deemed duly served if left at the leased premises addressed to the Lessee. Notice to the Lessor relating to the leased premises or to the occupancy thereof shall be deemed duly served if mailed to the Lessor by registered or certified mail, return receipt requested, postage prepaid to Town Manager, 584 Main St., Athol, MA 01331. All rent and notices shall be paid and sent to Town of Athol, Treasurer's Office, at 584 Main St., Athol, MA 01331.
8. **USE OF LEASED PREMISES.** The Lessee shall use the leased premises for the purposes of operating an equestrian park as a non-profit facility.
9. **SUB-LETTING.** Subletting of the premise is not permitted without the written approval of the Lessor. To defray operating expenses of the facility, the lessee may allow environmental or civic groups to use and occupy the premises for events, and meetings in exchange for a fee or in-kind service. The Lessee shall have oversight to ensure that all such activities comply with the requirements of this lease. Any fees received by the Lessee resulting from the use of the premise by such groups or organizations shall be reported to the Town, but shall remain the property of the Lessee.

Nothing herein shall prevent the Lessee and Town from collaborating to sub-let approved portions of the facility with the express intent to generate revenue for future support, maintenance and capital improvements to the leased premises.

10. **INSURANCE.** During the full term of the lease, the Lessor shall maintain comprehensive public liability insurance with property damage insurance.

The Lessee shall maintain with respect to the leased premises, inclusive of the real property, comprehensive public liability insurance with property damage insurance in limits of \$500,000 / \$1,000,000 from a responsible company qualified to do business in Massachusetts and in good standing therein insuring the Lessee against injury to persons or damage to property as provided. The Lessee shall deposit with the Lessor certificates for such insurance at or prior to the commencement of the term, and thereafter with thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled within at least fifteen (15) days prior written notice to each assured name therein. The Town of Athol shall be listed as an additional insured on the certificate of insurance.

The Lessee shall not permit any use of the leased premises, which will make void or voidable any insurance on the property, or the contents of the property, or which shall be contrary to any law or regulation from time to time established by the Town's insurance company.

11. **INDEMNIFICATION and LIABILITY.** Lessee shall indemnify and hold the Lessor harmless from any and all loss, damage or expenses incurred by the Lessor as a result of any injury to person or damage

to property occurring on or about the leased premises caused by any act or omission of the Lessee or the Lessee's agent, employees, guest or invitees.

12. **PUBLIC ACCESSIBILITY.** The Lessee shall conduct its operations so as to maximize public access and use of the park. The Lessee shall provide a minimum of at least \_\_\_\_\_ dates for use of the premises by community or civic use.
13. **MAINTENANCE OF PREMISES.** During the term of the lease, the Lessee shall not permit the leased premises to be overloaded, damaged, stripped or defaced nor suffer any waste. The Lessee agrees to maintain the leased premises, acknowledging that the leased premises are now in good order. However, Lessee shall not be obliged to make repairs or replacements of any improvement exceeding \$1,000. The Lessor will be responsible for public safety inspections.
14. **SIGNAGE.** The Lessee will obtain written consent from the Town before erecting any sign on the premises.
15. **LAVATORIES.** The Lessee will maintain or provide suitable lavatories in accordance with the building code and the Americans with Disabilities Act.
16. **LESSOR ACCESS.** The Lessor or its agent may, at reasonable times, enter and view the premises to make repairs and/or make alterations and to inspect the premises. The Lessor may show the leased premises to others and at any time with three (3) months before the expiration of the lease may affix to any suitable part of the leased premises a notice for letting or selling the premises or property of which the leased premises is a part and to keep the same affixed without hindrance.
17. **HAZARDOUS WASTE.** The Lessee represents and warrants the Lessee operation will not result in the generation or storage of hazardous waste on the premises.
18. **FIRE CASUALTY.** Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or a structure or system fail and require repair or replacement for the cost of which the Parties are unable to reach mutual agreement, the Lessee may elect to terminate this lease. When such fire, casualty, failure, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made and the Lessee may elect to terminate this lease if:
  - a. The Lessor fails to give written notice with thirty (30) days of intention to restore leased premises, or
  - b. The Lessor fails to restore the leased premises to a condition substantially suitable for their intended use within one hundred and twenty (120) days of said fire, casualty, failure or taking.
19. **SURRENDER.** The Lessee shall at the expiration or other termination of this lease remove all Lessee's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Lessee either inside or outside the leased premises). Lessee shall deliver to the Lessor the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted.

In the event of the Lessee's failure to remove the Lessee's property from the premises, Lessor is hereby authorized, without liability to Lessee for loss or damage thereto at the sole risk of the Lessee, to remove and store any of the property at Lessee's expense, or to retain same under Lessor's control or to sell at public or private sale, without notice any of all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due thereunder, or to destroy such property.

20. **DEFAULT and BANKRUPTCY.** In the event that:

- a. The Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected with fifteen (15) days after written notice thereof; or
- b. The Lessee shall be declared bankrupt or insolvent according to the law, or if any assignment shall be made of the Lessee's property for the benefit of creditors.

Then the Lessor shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, declare the term of this leased ended and remove the Lessee's effects, without prejudice to any remedies, which might be otherwise used. The Lessor may use eviction proceedings to terminate the lease. Lessee will be responsible for all unpaid rent, costs, and attorney fees for commencing the eviction process.

The Lessee shall also indemnify the Lessor against all loss of rent and payments, which the Lessor may incur by reason of such termination during the residue of the term. If the Lessee shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on the Lessee's part to be observed or under any obligation to do so and without thereby waiving such default, the Lessor may remedy such default for the account and at the expense of the Lessee.

If the Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding in which the Lessee is adjudicated at fault, such sums or paid or obligations insured, shall be paid to the Lessor by the Lessee as additional rent.

21. **GOVERNING LAW.** This lease shall be governed by the laws of the Commonwealth of Massachusetts.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2021:

**TOWN OF ATHOL**

XXXXXXXXXXXXXXXXXXXX

By: Board of Selectmen

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_